

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
3 MANHATTAN DIVISION

4 -----x
5 MERCHANT CAPITAL, LLC and
6 NEW SUNSHINE, LLC,

7 Plaintiffs,

8 -against-

9 MELANIA MARKS SKINCARE, LLC,

10 Defendant.

11 Cause No.: 1:13-cv-00873-JMS-DML

12 -----x

13 725 Fifth Avenue
14 New York, New York

15 September 11, 2013
16 9:02 a.m.

17 DEPOSITION of MELANIA TRUMP, the WITNESS in
18 the above-entitled action, held at the above time
19 and place, taken before Darby Ginsberg, a
20 Shorthand Reporter and Notary Public of the State
21 of New York.
22
23
24
25

1 Q. Or the foreclosures on his mansion, that
2 sort of thing?

3 A. No.

4 Q. Do you know if Steve Hilbert ever
5 directly talked to Donald Trump about the terms
6 of the license agreement during the time the
7 license agreement was being negotiated?

8 A. This was my deal, and it was all
9 business deal. So my husband has nothing to do
10 with it.

11 Q. So you are saying that, to your
12 knowledge, Steve Hilbert and Donald Trump never
13 discussed the license agreement in the course of
14 negotiations?

15 A. No.

16 Q. And other than the meeting in early
17 2011 --

18 MR. FUNK: Just a second. I am -- I
19 want to make sure, Kevin, if I may
20 interrupt, that the question and the answer
21 go together, and I think there is a
22 disconnect.

23 I think that Mrs. Trump meant no,
24 Mr. Trump and Mr. Hilbert did not speak with
25 one another, but I am not sure that's what

1 the question was.

2 Could I have the previous question and
3 the answer?

4 (Record read.)

5 BY MR. TYRA:

6 Q. So, and the way I phrased the question
7 may not be quite as artful as it should be.

8 You are saying, to your knowledge, Steve
9 and Donald have not or did not have discussions
10 in the course of negotiations?

11 A. As my knowledge, no.

12 Q. Okay.

13 A. Because this was all my deal. So --

14 Q. Okay.

15 MR. FUNK: Thank you.

16 BY MR. TYRA:

17 Q. Other than that first meeting in early
18 2011 where the whole New Sunshine team made their
19 presentation, did you have any conversations with
20 Steve Hilbert about the license agreement or the
21 product line?

22 A. No.

23 Q. Did you ever have any discussions with
24 Steve Hilbert about any problems that might be
25 popping up or issues that needed to be resolved

1 Q. You don't recall any such communication?

2 A. No.

3 MR. FUNK: Thank you.

4 BY MR. TYRA:

5 Q. Do you know why Steve Hilbert thought
6 you need to speak to Donald Trump about this
7 issue?

8 MR. FUNK: We will object to the form of
9 the question.

10 You may answer the question, Mrs. Trump,
11 if you can.

12 THE WITNESS: Maybe he thought because
13 he is my husband? I don't know, you know.

14 BY MR. TYRA:

15 Q. Would Donald Trump need to -- would you
16 need his input for this deal?

17 A. No.

18 Q. And did you ever talk to your husband
19 about Eric Weber's authority to sign the
20 agreement?

21 A. No.

22 Q. And were there any other occasions where
23 your husband had input into the negotiations?

24 A. No.

25 (Exhibit 61, Series of e-mails, marked

1 license products at wholesale price to Donald
2 Trump. Do you recall that provision?

3 A. What is it?

4 Q. In the license agreement it essentially
5 says that New Sunshine would sell the skin care
6 products at Donald Trump properties --

7 A. Correct.

8 Q. -- at wholesale prices. Do you know why
9 that provision was included in the license
10 agreement?

11 A. New Sunshine wanted it inside to be --
12 the product to be distributed in the Trump hotels
13 and Trump business properties to sell.

14 Q. Do you know if any of the skin care
15 products have ever been sold to your husband or
16 at his properties?

17 A. No.

18 Q. Or have they ever been on sale here at
19 the Trump Tower?

20 A. No.

21 Q. Do you know why not?

22 A. It was not in the process. It's only
23 Lord & Taylor exclusive for now, and then
24 everything stopped.

25 Q. Do you know if there would be any reason